



Protecting our children,
 families and future

Agreement between Prosecuting Attorney and Genetic Testing Vendor

This Agreement (Agreement) for Genetic Testing Services (Services), dated __<month, day, year>__, is between the __<County name>__ County Prosecuting Attorney (County) and __<Vendor name>__ (Vendor), of __<city>__, Indiana, pursuant to the __<Name of Contract>__ Contract (Contract) signed by the State of Indiana (State) with the Vendor on __<month, day, year>__ to provide genetic testing services to the Prosecutor's Offices throughout the State of Indiana.

1. Length of Agreement

This Agreement continues for the length of time that the underlying Contract is in effect, or for a shorter length of time if the County chooses to terminate the Agreement. The County may terminate this Agreement at any time, at its sole discretion and convenience, without cause or a declaration of a breach of the Contract, upon 30 days written notice to the Vendor by first class mail at the address provided in paragraph 5 below. Dispute resolution between the Vendor and the State regarding actions or omissions at the County or laboratory level will include input from the County, but the outcome of such dispute resolution activities are independent of the County's decision to continue or discontinue this Agreement. This Agreement is automatically renewed if the State's Contract with the Vendor is extended, and is terminated, without notice to the Vendor from the County Prosecutor, if the State or the Vendor terminates the Contract earlier than the full term of the Contract on the date the Contract is terminated.

2. Pricing

The County acknowledges that there are two prices for the Services described in the Contract, one for Services provided when the Vendor or its representative collects the sample, and another for Services provided when the County or a third-party not paid by the Vendor collects the sample.

The Contract rate for the Vendor-collected Services is \$__<Contract rate>__ per individual draw.

The Contract rate for the County-collected Services is \$__<Contract rate>__ per individual draw.

3. Contract Terms and Conditions and Service Level Requirements Incorporated into Agreement

County – Vendor Genetic Testing Agreement

Vendor acknowledges that it must abide by the terms and conditions of the Contract, including the Service Level Requirements (SLRs) that include liquidated damages if the Vendor is found to be noncompliant. Vendor will timely and effectively remedy any insufficiencies and provide customer service to the County at or exceeding the standards contained in the SLRs. The Contract terms and conditions and SLRs are incorporated into this Agreement.

Additional terms and conditions: (optional depending upon County preference)

- Vendor shall mail copies of the test results to the parties tested by first class mail.
- Vendor shall make a copy of the proof of identification (e.g., driver's license) provided by each person tested.
- The County will collect genetic samples and the following County employees are approved to collect the genetic samples (insert list of names).
- The County will access tests results from the Vendor's website (insert link to site) and (optional) Vendor shall mail the test results to the County.

4. *Agreed Date, Time, and Location of Testing*

Until the County determines otherwise and arrangements are made with Vendor to adjust the schedule, these are the agreed dates and times on a ___ weekly or ___biweekly basis [check one], starting the week of ___ of _____, 20__:

Day(s) of the week: _____; Time(s) of Day: _____

Upon 14 days advance notice to the Vendor, this schedule may be adjusted to accommodate County holidays, schedules of County employees and other circumstances which may require an adjustment in the testing schedule.

Locations of the testing: (list addresses of the testing facilities, include in the list any hospitals or clinics that may be additional collection sites)

5. *Contact Information*

The Vendor will contact the State if there are Contract-related issues but contact the County if there are individual case issues. All steps in the genetic testing process, including the receipt of the reports and coordination of expert testimony (if needed), will be managed at the County level.

The contact for the Vendor regarding this Agreement is: ___<name>___, ___<phone>___, ___<email>___.

The contact for the County regarding this Agreement is: ___<name>___, ___<phone>___, ___<email>___.

Signed this ___<day>___ day of ___<month>___, ___<year>___.

County – Vendor Genetic Testing Agreement

6. Signatures

Prosecutor's Office

Signature

Printed Name

Title

__<County name>__ County Prosecutor's Office

Address

City/State/Zip Code

Phone

Email Address

Vendor

Signature

Printed Name

Title

__<Vendor Name>__

Address

City/State/Zip Code

Phone

Email Address

Cc: Indiana DCS, Child Support Bureau – Attention: Eric Durnil, Eric.Durnil@dcs.IN.gov